

## SECTION A – REQUIREMENTS AND PRICES

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## SECTION A – REQUIREMENTS AND PRICES

### SECTION A – REQUIREMENTS AND PRICES

#### A.1 BID ITEMS – AIRCRAFT DESCRIPTION

##### AIRCRAFT DESCRIPTION (APPLICABLE TO ALL ITEMS)

Aircraft Requirement:	Multi-engine Water Scooping Tanker Aircraft
Crew Requirement For Each Aircraft:	Pilot-In-Command (PIC), Second-in-Command (SIC), Mechanic (one minimum, two maximum), Support Vehicle Driver and Relief Crew (as needed). (Support truck and Driver not required in Alaska). PIC must be Initial Attack Carded by USFS/AMD or shall be eligible to receive Initial Attack Card prior to start of contract.
Bureau/Base:	Aircraft location at time of hire.
Minimum Aircraft Requirements:	<ul style="list-style-type: none"><li>-- Multiengine-powered airplane designed specifically for firefighting and capable of loading by skimming the surface of a suitable water source.</li><li>--Minimum tank capacity of 1,400 USG of water.</li><li>--Minimum payload of 1,000 USG of water with 3.5 hours fuel @ 3000' PA, 25° C.</li><li>--Maintain positive single engine rate of climb gradient in accordance with operations specifications and the aircraft flight manual, when equipped for this contract.</li><li>--Cruise speed of 150 KTS, TAS. Drop speed of 125 KTS, IAS.</li><li>--4 hours endurance at maximum cruise power and optimum altitude with 45 minutes fuel reserve.</li><li>--Capable of operating from a 5000' gravel runway at certified takeoff weight and a pressure altitude of 3000' and 25° C.</li><li>--<b>The airplane make and model shall be approved by the U.S. Department of Agriculture/U.S. Department of the Interior Interagency Airtanker Board.</b></li><li>--<b>The original equipment manufacturer (OEM) must provide engineering and logistical support for the aircraft make and model offered.</b></li></ul>

**Note:** Performance calculations shall be for maximum cruise power and optimum altitude with 45 minutes fuel reserve.

**Notice:** The individual Items that follow are intended to allow offerors to group aircraft by price. Include all aircraft offered at the same rate under one item. If you have more than three aircraft at different rates add additional pages as necessary.

## SECTION A – REQUIREMENTS AND PRICES

### A.2 - PRICING ITEMS: 0001 ALASKA & 0002 LOWER 48 STATES ON-CALL AIRCRAFT SERVICES

Contractor: AERO-FLITE, INC.

Location of Contractor's Base of Operations: Kingman, AZ

#### AIRCRAFT MAKE AND MODEL

#### FAA TAIL NO.

CL-215	N262NR
CL-215	N264V
CL-215	N267V

#### PRICING: ITEM 0001 ALASKA – DRY RATE\*

*\*The Government will provide aircraft fuel to the Contractor at no cost. If Government fuel is not available, the Contractor will be reimbursed for the actual purchase cost upon receipt of supporting invoices (See C31).*

SUB ITEM 0001	DESCRIPTION ALASKA	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>2008</b>	<b>- June 8, 2008 thru Feb 28, 2009</b>		ESTIMATED			
1.a.	Price per day for <b>estimated</b> availability	AV	50	DAYS	\$ 8,137.00	\$ 406,850.00
1.b.	Price per flight hour for <b>estimated</b> flight hours	FT	ESTIMATED 50	FLIGHT HOURS	\$ 5,480.00	\$ 274,000.00
ESTIMATED TOTAL (AVAILABILITY AND FLIGHT HOURS) – 2008						\$ 680,850.00

## SECTION A – REQUIREMENTS AND PRICES

### PRICING: ITEM 0002 – LOWER 48 STATES – WET RATE\*\*

**\*\*Fuel will be provided by the Contractor.**

SUB ITEM 0002	DESCRIPTION LOWER 48 STATES	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>2008</b>	<b>- June 8, 2008 thru Feb 28, 2009</b>		ESTIMATED			
2.a.	Price per day for <b>estimated</b> availability	AV	50	DAYS	\$ 8,137.00	\$ 406,850.00
2.b.	Price per flight hour for <b>estimated</b> flight hours	FT	ESTIMATED 50	FLIGHT HOURS	\$ 6,612.00	\$ 330,600.00
<b>ESTIMATED TOTAL (AVAILABILITY AND FLIGHT HOURS)– 2008</b>						<b>\$ 737,450.00</b>

### A3. ADDITIONAL PAY ITEMS FOR ITEMS 0001 AND 0002

Affected Subitem	ADDITIONAL PAY ITEMS	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
0001/0002	Subsistence Allowance	PD			See C.27.1
0001/0002	Contractor Miscellaneous Costs	SC	XXXXXXX	EACH	Actual Cost
0001/0002	Extended Standby – Pilot	EP	XXXXXXX	HOUR	\$ 45.00
0001/0002	Extended Standby – Co-Pilot	CP	XXXXXXX	HOUR	\$ 45.00
0002	Support Service Vehicle	SM	Estimate 1000	MILES	\$3.35

## SECTION A – REQUIREMENTS AND PRICES

### ECONOMIC FUEL ADJUSTMENT CHART

#### FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA

Contracting Officer will complete when fuel adjustments are made - C14

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
100LL Aviation Gasoline	<b>\$5.03</b>	100LL Aviation Gasoline	
EFFECTIVE DATE	<b>Solicitation issue date</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Fuel prices obtained from <http://www.airnav.com/fuel>

2/04/08

Fuel Locations Used For Fuel Cost Average		<b>100LL AVIATION GASOLINE</b>
Blue's Aviation Svc.	San Bernardino, CA	\$5.11
Cutter Flying Service	Albuquerque, NM	\$5.72
Premier Aviation	Tucson, AZ	\$4.23
Sphere One Av.	Cedar City, UT	\$4.47
Western Aircraft	Boise, ID	\$5.70
Edwards Jet Cntr.	Billings, MT	\$4.50
West Star Aviation	Grand Junction, CO	\$5.21
Jet West	Reno, NV	\$5.15
Wings of Wenatchee	Wenatchee, WA	\$5.14
Average Price per Gallon		\$5.03

## SECTION A – REQUIREMENTS AND PRICES

### **NOTE TO OFFERORS: VARIABLE TERM PRICING ITEMS**

The Pricing Items 000A, 000B on the following pages are for Multi-engine Water Scooping Tanker Aircraft services which will be ordered for longer duration assignments of 30, 60 or 90 **guaranteed** days of availability. Orders for Service under these line items will be placed by the Contracting Officer. Vendors are encouraged, but not required, to submit proposals under these Line Items. (See C17 Orders for Service and Section D).

## SECTION A – REQUIREMENTS AND PRICES

### A.4 - VARIABLE TERM PRICING - VENDOR MULTI-ENGINE WATER SCOOPING TANKER AIRCRAFT

**Contractor: AERO-FLITE, INC.**

**Location of Contractor's Base of Operations: Kingman, AZ**

#### AIRCRAFT MAKE AND MODEL

#### FAA TAIL NO.

CL-215

N262NR

CL-215

N264V

CL-215

N267V

#### **PRICING: ITEM 000A - VARIABLE TERM (VT) ALASKA – DRY RATE\***

*\*The Government will provide aircraft fuel to the Contractor at no cost. If Government fuel is not available, the Contractor will be reimbursed for the actual purchase cost upon receipt of supporting invoices (See C31).*

SUB ITEM 000A	DESCRIPTION ALASKA - June 8, 2008 thru Feb 28, 2009	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>2008</b>						
A.a.	Price per day for availability	AV	GUARANTEE <b>30</b>	DAYS	\$ 7,975	\$ 239,250
A.b.	Price per flight hour for <b>estimated</b> flight hours	FT	ESTIMATED 50	FLIGHT HOURS	\$ 5,480	\$ 274,000
A.c.	Price per day for availability	AV	GUARANTEE <b>60</b>	DAYS	\$ 7,812	\$ 468,720
A.d.	Price per flight hour for <b>estimated</b> flight hours	FT	ESTIMATED 100	FLIGHT HOURS	\$ 5,480	\$ 548,000
A.e.	Price per day for availability	AV	GUARANTEE <b>90</b>	DAYS	\$ 7,650	\$ 688,500
A.f.	Price per flight hour for <b>estimated</b> flight hours	FT	ESTIMATED 125	FLIGHT HOURS	\$ 5,480	\$ 685,000
<b>TOTAL GUARANTEED AVAILABILITY AND ESTIMATED FLIGHT HOURS – 2008</b>						<b>\$ 1,373,500</b>



## SECTION A – REQUIREMENTS AND PRICES

### PRICING: ITEM 000B VARIABLE TERM (VT) – LOWER 48 STATES – WET RATE\*\*

**\*\*The fuel will be provided by the Contractor.**

SUB ITEM 000B	DESCRIPTION LOWER 48 STATES - June 8, 2008 thru Feb 28, 2009	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>2008</b>						
B.a.	Price per day for availability	AV	GUARANTEE 30	DAYS	\$ 7,975	\$ 239,250
B.b.	Price per flight hour for <b>estimated</b> flight hours	FT	ESTIMATED 50	FLIGHT HOURS	\$ 6,612	\$ 330,600
B.c.	Price per day for availability	AV	GUARANTEE 60	DAYS	\$ 7,812	\$ 468,720
B.d.	Price per flight hour for <b>estimated</b> flight hours	FT	ESTIMATED 100	FLIGHT HOURS	\$ 6,612	\$ 661,200
B.e.	Price per day for availability	AV	GUARANTEE 90	DAYS	\$ 7,650	\$ 688,500
B.f.	Price per flight hour for <b>estimated</b> flight hours	FT	ESTIMATED 125	FLIGHT HOURS	\$ 6,612	\$ 826,500
<b>TOTAL GUARANTEED AVAILABILITY AND ESTIMATED FLIGHT HOURS – 2008</b>						<b>\$ 3,214,770</b>

### A5. ADDITIONAL PAY ITEMS FOR ITEMS 000A AND 000B – VARIABLE TERM

Affected Subitem	ADDITIONAL PAY ITEMS	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
000A/000B	Subsistence Allowance	PD			See C.27.1
000A/000B	Contractor Miscellaneous Costs	SC	XXXXXXX	EACH	Actual Cost
000A/000B	Extended Standby – Pilot	EP	XXXXXXX	HOUR	\$ 45.00
000A/000B	Extended Standby – Co-Pilot	CP	XXXXXXX	HOUR	\$ 45.00
000B	Support Service Vehicle	SM	Estimate 1000	MILES	\$3.35

## SECTION A – REQUIREMENTS AND PRICES

### ECONOMIC FUEL ADJUSTMENT CHART

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100LL Aviation Gasoline	<b>\$5.03</b>	100LL Aviation Gasoline	
EFFECTIVE DATE	<b>Solicitation issue date</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Fuel prices obtained from <http://www.airnav.com/fuel>

2/04/08

Fuel Locations Used For Fuel Cost Average		<b>100LL AVIATION GASOLINE</b>
Blue's Aviation Svc.	San Bernardino, CA	\$5.11
Cutter Flying Service	Albuquerque, NM	\$5.72
Premier Aviation	Tucson, AZ	\$4.23
Sphere One Av.	Cedar City, UT	\$4.47
Western Aircraft	Boise, ID	\$5.70
Edwards Jet Cntr.	Billings, MT	\$4.50
West Star Aviation	Grand Junction, CO	\$5.21
Jet West	Reno, NV	\$5.15
Wings of Wenatchee	Wenatchee, WA	\$5.14
Average		\$5.03

**Notice:** The individual Items that follow are intended to allow offerors to group aircraft by price. Include all aircraft offered at the same rate under one item. If you have more than three aircraft at different rates add additional pages as necessary.

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B: TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain On-Call (Items 0001/0002) and/or Variable Term (VT) flight services (Items 000A/000B) in support of water application for fire suppression missions by airplanes approved for use as water scooping airtankers. Contractor services must include airplanes, personnel and other associated equipment specified in this solicitation. Water will be scooped from water sources such as lakes or rivers and loaded at ground locations. Chemical fire retardant will not be loaded in the Contractor's aircraft.

B1.2 Fulfillment of these programs can only be accomplished through an effective working relationship between the Government and the Contractor. Employees of the Contractor are an integral element to ensure mission accomplishment. The Contractor's employees' cooperation, professionalism, and positive attitude towards aviation safety and accomplishment of the mission are essential to establish the necessary relationship that must exist to successfully complete this contract.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders and may dispatch aircraft under this contract for such cooperative use.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The contractor's proposed aircraft make and model shall be approved by the U.S. Department of Agriculture/U.S. Department of the Interior Interagency Airtanker Board. Proof of current approval is required to be provided with offer (See D8).

B2.2 For the purposes of the Dept. of Transportation Federal Aviation Administration North American Free Trade Agreement (NAFTA), this contract is considered to be a specialty air services contract. Canadian operators must be in compliance with NAFTA and Specialty Air Service Operations Advisory Circular AC No. 00-60 (dated 11/99). A copy of the contractor's current FAA Form 7711-1 authorizing the SAS Operations, Forest Fire Management and/or Firefighting, contained on the Civil

Aviation Authorities (CAA), with NAFTA authorization is required with submittal of offer (See D8).

B2.3 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations," or the Canadian equivalents.

B2.4 Any contract aircraft must be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187, "Multiple Airworthiness Certification." Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) or Transport Canada approved.

##### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; (5) other documents incorporated by reference.

##### B4 Contracts

The Contractor must maintain a copy of the contract and all modifications in each AMD approved aircraft.

#### EQUIPMENT REQUIREMENTS

##### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, and equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy, and systems and components must be free of leaks, except where specified by the manufacturer.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in

## SECTION B – TECHNICAL SPECIFICATIONS

good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

### B6 Aircraft Equipment Requirements

The Contractor must provide one fully compliant aircraft that is equipped as shown below:

B6.1 Instruments required by certification and in accordance with 14 CFR Part 91.205 (day/night, VFR/IFR). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Free air temperature indicator.

B6.2 Landing lights.

B6.3 Strobe light system with an independent activating switch.

B6.4 High visibility, pulsating, forward facing, conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 Seat belts and shoulder harnesses must meet the requirements of 14 CFR Part 25.785. Shoulder harnesses will be double strap with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts must fasten with one single-point metal-to-metal, quick-release mechanism.

B6.6 Fire extinguisher must be mounted in a manner readily available to all flight crewmembers. The fire extinguisher must comply with the *National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers*. The fire extinguisher must have a minimum rating of 5-B:C.

B6.7 A first aid kit containing items specified in the First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights.

B6.8 A survival kit containing items specified in First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights and must be included in weight and balance/load calculations.

B6.9 The PIC must ensure that the following equipment is current, operable, and accessible at the pilot station:

B6.9.1 Approved pilot's operating handbook (POH), including performance charts, as appropriate.

B6.9.2 Cockpit checklist containing the following procedures:

Before starting engines	Emergencies:
Before takeoff (land/water)	Fuel
Cruise	Electrical
Before drop	Hydraulic
After drop	Mechanical
Before landing (land/water)	
After landing	
Stopping engine	

B6.9.3 Appropriate VFR Aeronautical Charts covering area of operation.

B6.10 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.10.1 Tank must have an electronically-activated gate/door system (switch not manual) that allows the volume of the tank to be released in selected drop configurations including full salvo, or partial tank (split) drops. Gate actuation may be mechanical, hydraulic, pneumatic, or a combination.

B6.10.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds, in a single, one-step operation.

B6.10.2.1 Isolated pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system's pressure does not affect the emergency system's pressure.

B6.10.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.10.2.3 Emergency systems dependent on precharged bottles must have a positive means of checking system charge during preflight.

B6.10.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his/her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.10.3 The tanks and all operating mechanisms must be original aircraft equipment manufacturer (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.10.4 Prior to the Government's initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.10.4.1 The tanks must be maintained in a substantially leak-free condition throughout the period of performance.

B6.11 Aircraft marking. The aircraft must have a high visibility paint scheme.

B6.11.1 An assigned tanker number must be displayed on both sides of the aircraft and shall be painted on a vertical surface. The numbers shall be a minimum of 22 inches high, 16 inches wide and with a four-inch brush stroke. The numbers shall not interfere with the aircraft's registration "N" number. The format and spacing should be the same as the aircraft registration numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7.2. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from NBC AMD Avionics or at <http://amd.nbc.gov/library/handbooks/aots.pdf>).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2A Chapter 1, "Structural Data,"; Chapter 2, "Radio Installation," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 2.5 to 1 or better.

B7.2.3 The aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude

reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed emergency locator transmitter (ELT), certified to either Technical Standard Order (TSO)-C91a or TSO-C126, utilizing an external antenna and meeting the requirements of 14 CFR Part 91.207 (excluding section f). It must be installed in a conspicuous or marked location.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each having a minimum of 760 channels covering 118.000 to 136.975 MHz. MHz, selectable in no greater than 25 kHz increments, and a minimum of 5 watts carrier output power, must be installed in the aircraft. Each transceiver's operational controls must be mounted in a location which is readily visible and accessible to the pilot and copilot.

B7.3.3 One VHF-FM multi-mode aeronautical transceiver (FM-1), which provides selection of both narrowband (12.5 kHz) and wideband (25.0 kHz) bandwidth operation on each channel. All frequencies must be used in the analog narrowband mode, unless the Government notifies the Contractor otherwise on a specific incident/project.

B7.3.3.1 The transceiver's operational frequency range must include the band of 150 to 174 MHz. The operator must be able to program any usable channels within that band while in flight.

B7.3.3.2 Carrier output power must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, and must provide both receiver and transmitter activation indicators for main and guard channels. Simultaneous monitoring of both main (150-174 MHz) and guard (168.625 MHz) receivers is required. Single bandwidth guard receivers which operate in the wideband (25.0 kHz) mode are acceptable through December 31, 2009. Scanning of the guard frequency is not acceptable. The transceiver's/encoder's operational controls must be located and arranged so that both the pilot and copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.3 One Continuous Tone-Controlled Squelch System (CTCSS) subaudible tone encoder (which may be

## SECTION B – TECHNICAL SPECIFICATIONS

and integral part of the transceiver), with the lowest 32 TIA/EIA-603 standard tone frequencies (from 67.0 to 203.5 Hz, less 69.3 Hz) being selectable, must be interfaced to the above transceiver.

B7.3.3.4 Prior to performance under this contract, the transceiver/encoder system(s) must be programmed with Guard transmit and receive frequencies of 168.625 MHz, and a 110.9 Hz CTCSS tone on transmit only. These values must remain programmed for the duration of performance under this contract. The Guard channel must be constantly monitored prior to initial arrival on, during, and after departure from any Government project or incident.

B7.3.3.5 The following models of VHF-FM aeronautical transceivers are known to meet the above requirements, and are acceptable until December 31, 2009:

Eureka Radio ERS-9600NB w/external tone encoder  
NAT(Northern Airborne Technology) NPX-136D (P-25 digital)  
NAT(Northern Airborne Technology) NPX-138N-050  
NAT(Northern Airborne Technology) NPX-138N-070  
NAT(Northern Airborne Technology) NTX-138-050  
Technisonics TFM-138 (serial number 1540 and up)  
Technisonics TFM-138B/C/D, TFM-500 (all)  
Technisonics TDFM-136 (P-25 digital) (all)  
Wulfsberg RT-5000/C-5000 with Guard option  
Wulfsberg RT-9600N w/C-962A control head

Bendix-King/BK Radio model KFM-985 multi-mode transceivers do not meet the referenced requirements.

(a) Any “digital” aeronautical VHF-FM transceivers furnished to meet the requirements of this contract through December 31, 2009, must also be Association of Public-Safety Communications Officials (APCO) Project 25 (EIA/TIA-102) compliant.

(b) Effective January 1, 2010, only “digital” VHF-FM transceivers which are APCO Project 25 (EIA/TIA-102) compliant will be acceptable on this contract. The following models of VHF-FM aeronautical transceivers are known to meet those requirements:

NAT (Northern Airborne Technology) NPX-136D (P-25 digital)  
Technisonics TDFM-136 (P-25 digital)

B7.3.4 One Automated Flight Following (AFF) system compatible with the Government’s AFF tracking network (Webtracker) is required. Not all available AFF systems are compatible with Webtracker nor meet Webtracker’s

requirements. The Contractor must ensure that the AFF system offered is compatible with Webtracker. To view Webtracker’s current compatibility requirements, refer to <https://www.aff.gov>.

B7.3.4.1 The AFF system must be powered by the aircraft’s electrical system, installed per the manufacturer’s installation manual, and operational in all phases of flight. AFF equipment must utilize as a minimum: Satellite communications, provide data to the Government’s Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer-required pilot display(s) or control(s) must be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

B7.3.4.2 AFF communications must be fully operational in the lower 48 States. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers’ AFF equipment communication links will operate effectively in all geographic areas.

B7.3.4.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every 2 minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Fire Applications Help Desk (FAHD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor must contact the Boise Help Desk making the appropriate changes prior to aircraft use. In all cases, the Contractor must ensure that the correct aircraft information is indicated within Webtracker. The Contractor must contact the FAHD of system changes, scheduled maintenance, and planned service outages.

B7.3.4.4 Registration contact information, a Web-accessible feedback form, and additional information are available at <https://www.aff.gov>. The FAHD can be reached at (800) 253-5559 or (208) 387-5290.

B7.3.4.5 Prior to the aircraft’s annual contract inspection, the Contractor must ensure compliance with all AFF systems requirements. The Contractor must additionally perform an operational check of the system. As a

## SECTION B – TECHNICAL SPECIFICATIONS

minimum, the operational check must consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password are required to access Webtracker. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FAHD. When the aircraft passes the operational check, an aircraft logbook entry must be made.

B7.3.4.6 This clause incorporates Specification Section Supplement available at <https://www.aff.gov/contractspecs> with the same force and effect as if they were presented as full text herein.

### B7.4 Navigational Systems

B7.4.1 One permanently installed, panel-mounted Global Positioning System (GPS). The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning; utilize an approved, fixed, external aircraft antenna; and be powered by the aircraft electrical system. The GPS installation must be FAA approved (or approval pending). Handheld and/or marine-type equipment is not acceptable.

B7.4.1.1 The GPS must be certified for supplemental IFR navigation under FAA TSO-C129.

B7.4.2 The aircraft must be equipped with all navigational equipment required for IFR operations as specified in 14 CFR 135.165, including, but not limited to, the following:

B7.4.2.1 Two VHF, VOR/LOC aeronautical navigation receivers with indicators (NAV-1, NAV-2), each with a minimum of 100 navigation receive channels.

B7.4.2.2 One glideslope (GS) system, with a minimum of 20 receive channels.

B7.4.2.3 One marker beacon receiver system with three-light indicator.

### B7.5 Audio Systems

B7.5.1 Two separate audio control systems (which may be combined in a single unit) must be provided for the pilot and copilot, in a location convenient to both. Each system must provide pilot and copilot with separate controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for all installed radios and PA systems. Each system must also provide pilot and

copilot with separate controls for adjustment of both the intercommunications system (ICS) and the receiver audio output levels.

B7.5.1.1 Transmitter selection and operation. Separate transmitter selection controls must be provided for the microphone/PTT inputs of both pilot and copilot. The system must be configured so that the pilot and copilot may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio must automatically be selected for the corresponding earphone. Transmitter sidetone audio must be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the other audio control system.

B7.5.1.2 Receiver selection and operation. Separate controls must be provided for both pilot and copilot selection of audio from one or any combination of available receivers. The checkpilot (third) position must monitor the receiver(s) as selected by the copilot. The receiver audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.1.3 The controls of the audio system(s) must be located and arranged so that both the pilot and copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls. Labeling and marking of controls must be clear, understandable, legible, and permanent. Electronic labelmaker marking is acceptable.

B7.5.2 An ICS must be provided for the pilot, copilot, and checkpilot positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the ICS audio level at any position must not affect the level at any other position. A "hot mic" capability, controlled via voice activation [VOX], must be provided for each position above. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.3 Earphones, microphones, PTTs, and jacks designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom-type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100 TR preamplifier, or equivalent) must be furnished at all required positions.

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B7.5.3.1 J-033 and J-034 type connector jacks must be provided at all required positions in the aircraft to accept the PJ-055B and PJ-068 type connector plugs as utilized with the headset/microphone.

B7.5.3.2 Separate PTT switches must be provided for radio transmitter microphone operation at the pilot and copilot positions. The PTT switches must be mounted on the control yoke.

B7.6 Other avionics.

B7.6.1 One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part 91.215 (a) and (b).

B8 Reserved

### PERSONNEL REQUIREMENTS

#### B9 Pilot Requirements and Authority

The Contractor must furnish a pilot and copilot for each day the aircraft is required to be available. The pilot must have the authority to represent the Contractor in all matters except changes in price and time unless the Contracting Officer (CO) is notified otherwise, in writing, prior to performance.

#### B10 Pilot Qualifications

B10.1 General.

Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR's discretion.

B10.1.1 Each pilot must pass an annual agency flight evaluation in the make and model of aircraft to be flown on this contract. The flight evaluation will be in an aircraft supplied by the Contractor, at no expense to the Government and will be limited to a maximum time limit of two hours per crew. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this contract.

B10.1.2 Prior to performance under the terms of this contract, the Contractor must ensure that all pilots are trained and proficient in the operation and programming of all avionics systems, which may include FM radios, GPS, Automated Flight Following (AFF), etc., as installed in any aircraft. This equipment is identified in Section B. Pilots may be required to demonstrate proficiency during an agency evaluation flight.

B10.1.2.1 Pilots must demonstrate their ability to perform the following functions with the required GPS. The pilot may use only an abbreviated checklist in the performance of this evaluation.

B10.1.2.2 Determine the geographic coordinates of a destination identified on a sectional aeronautical chart.

B10.1.2.3 Install destination coordinates.

B10.1.2.4 Acquire distance/bearing information to a destination.

B10.1.2.5 Record as a waypoint coordinates of various locations while en route to a primary destination.

B10.1.2.6 Navigate from a present position to a selected recorded waypoint or between two recorded waypoints.

B10.2 Minimum Qualifications.

The Contractor must provide pilots that meet the following minimum qualifications and who possess the required certificates or evidence of having satisfactorily passed the evaluations for the required tasks:

B10.2.1 Pilot in command must have at least an FAA commercial pilot certificate with instrument rating and appropriate type rating in category.

B10.2.1.1 Copilot must have at least an FAA commercial pilot certificate with instrument rating and appropriate category and class rating for the aircraft to be operated under this contract.

B10.2.2 At a minimum, a current Class II medical certificate, issued under provisions of 14 CFR Part 67.

B10.2.3 Pilot-in-command must provide evidence of satisfactorily passing an FAA competency (14 CFR 61.57 and 14 CFR 61.58(c) or (d) and (e)) instrument proficiency check in the make and model offered for this contract. Pilot must show proof of qualification to meet 14 CFR 137.53 for congested areas. This flight check must be valid for the contract period.

B10.2.4 Pilots acting as an initial attack PIC must have logged minimum flying time as pilot-in-command as follows:

B10.2.4.1	3,000 hours total pilot time.
B10.2.4.2	1,200 hours PIC, airplanes.



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B10.2.4.3	200 hours in category and class to be flown (airplane, multi-engine sea).
B10.2.4.4	250 hours in large airplanes (aircraft over 12,500 pounds MGTW).
B10.2.4.5	100 hours night flying to include the recent flight experience requirements of FAR 61.57(b).
B10.2.4.6	75 hours actual or simulated instrument flight time (including 50 hours in flight).
B10.2.4.7	100 hours total time in the preceding 12 months.
B10.2.4.8	Recent flight experience I/A/W 14 CFR 61.57 on both land and water.
B10.2.4.9	5 hours total time in make and model, preceding 30 days.
B10.2.4.10	50 hours total time in make and model.
B10.2.4.11	500 hours cross-country.
B10.2.4.12	200 hours PIC in low-level flight operations (less than 500 feet AGL) performing paracargo drops, aerial seeding, crop dusting, retardant dropping, wildlife surveys, or other similar flying experience subject to the approval of the CO.

B10.2.5 Copilots must meet the following requirements.

- Have the appropriate FAA certificate in category and class of the aircraft to be flown.
- FAA commercial certificate.
- FAA instrument rating-airplane.
- Meet requirements of 14 CFR Part 61.55, 61.56, and 61.57.
- Hold a current Government agency pilot qualification record card issued by a USFS/DOI AMD-approved airtanker pilot inspector.

B10.2.6 The Contractor must submit an experience resume for each pilot offered for approval. The resume must include names and addresses of past employers, substantiation of related type and typical terrain flying, and any and all accidents involving aircraft. The information must be submitted on the AMD-64A: Airplane Pilot Qualifications and Approval Record (with supplements if requested).

B10.3 Aerial firefighting knowledge.

B10.3.1 Initial attack pilots are pilots who have met the qualification requirements in B10.2.3 and who have been issued an initial attack qualification card within the last 36 months by a designated qualified pilot inspector for airtanker pilots. Those pilots who have not acted as an initial attack pilot in the past 36 months must demonstrate to a qualified observer that they possess a high level of fire behavior knowledge and have a capability to make safe accurate drops without supervision. They must fly a minimum of five missions on going fires (under the supervision of a qualified observer) in which they drop full loads before being reissued an initial attack rating.

B10.3.2 Initial attack qualification cards may be issued during contract performance when all of the following requirements have been satisfactorily completed:

- Met PIC Qualification requirements found herein, including holding of an airtanker pilot card.
- 25 completed missions under the supervision of an airtanker pilot with initial attack qualifications.
- Receive recommendation for upgrade from above-referenced supervisor.
- Record missions in pilot's logbook stating the date, fire identification, and identity of supervisor.

### B11 Personnel Duty Limitations

The Contractor must monitor and remove any personnel for fatigue or other causes before they reach their daily duty or flight limitations.

B11.1 Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### B12 Flight Crewmembers Duty and Flight Limitations

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. "Duty" includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B12.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B12.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

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B12.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B12.2 Flight limitations.

B12.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers and relief crewmembers reporting for duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This record will be used to administer flight and duty time limitations.

B12.2.2 Flight time to and from a duty station as a flight crewmember (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B12.2.3 Pilot flight time computation will be in accordance with 14 CFR, Part 1.1. Flight crewmembers must be limited to the following flight hour limitations, which fall within their duty hour limitations:

B12.2.3.1 A maximum of 8 hours flight time during any assigned duty period. Flight crew members flying airport-to-airport shall be limited to 10 hours of flight time per day. This is only for the purposes of positioning the aircraft from one airport to another. Flight crewmembers flying airport-to-airport and also other missions the same day shall be limited to 8 hours.

B12.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot must be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

### B13 Relief Crew Requirement

B13.1 A relief crew must be available to perform duties on the regular crewmember's scheduled days off.

B13.2.1 Relief crewmembers must arrive at the designated base in advance of the scheduled duty period to ensure compliance with rest periods as set forth herein.

B13.2.2 (Applies to ITEMS 000A/000B) The Contractor must provide a planned schedule or relief duty days to the CO and COR at the start of the exclusive use period.

## OPERATIONS

### B14 Pilot Authority and Responsibility

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits, (2) the safety of the aircraft, and (3) for the cargo. The contract pilot:

B14.1 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B14.2 Must not permit any passenger to ride in the aircraft other than mission essential crewmembers. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the CO or his authorized representative.

B14.3 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B14.4 Pilots assigned to primary duty as pilot may function as a mechanic when the aircraft is not available due to maintenance, provided the following requirements are met:

B14.4.1 The pilot possesses a valid FAA mechanic certificate with appropriate airframe and/or powerplant ratings and meets the currency requirements of 14 CFR 65.83.

B14.4.2 Any time during which the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All time in excess of 2 hours (not necessarily consecutive) must apply against the pilot's flight limitations (e.g., 3 hours of mechanic duties counts 1 hour against flight time limitations).

B14.4.3 A certificated mechanic, other than the pilot-in-command of that aircraft, performs scheduled inspections.

B14.5 The PIC is responsible for computing the weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations.

### B15 Flight Operations

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Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under Section B2, unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B15.1 Flights into and out of unpaved airstrips are a requirement of this contract.

B15.2 Day/night use. Both day and night flight may be required by this contract.

B15.3 Adherence to the minimum safe altitudes specified in 14 CFR Part 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR Part 137.49 will apply.

B15.4 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 10 miles of the fire.

B15.5 The pilot must not land the aircraft loaded, unless an emergency precludes jettisoning the load.

B15.6 Manifesting. The pilot-in-command must ensure that a manifest of all crewmembers on board has been completed.

B15.7 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with CFR 14, Part 91 fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B15.8 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances.

B15.9 Substitution of aircraft or personnel. The Contractor may substitute aircraft or personnel during performance of the contract provided each substitution is inspected and accepted in accordance with Section B.

B15.10 To maintain airplane readiness for flight and crew proficiency during the contract period, the Government may order proficiency flights. When the Government orders a proficiency flight, it will pay it as an ordered

flight. These proficiency flights should be a minimum of 20 minutes each 15-day period. Ferry time, training, or fire-related flying may count toward meeting this need.

B15.11 Substitution of aircraft, equipment, or personnel.

The Contractor may substitute aircraft, equipment, or personnel during performance of the contract provided each substitution is inspected and accepted in accordance with Section C, "Inspection of Substitute Personnel, Aircraft, or Equipment," prior to any use.

### B16 Security of Aircraft and Equipment

The Contractor will be responsible at all times for the security of their contract aircraft, vehicles, and associated equipment.

B16.1 Physical security. Any aircraft used under this contract will be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use or designed to secure an aircraft to the ground are acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B16.1.1 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft and must be installed in a manner which precludes their inadvertent interference with in-flight operations.

B16.1.2 Using other means of securing or disabling an aircraft is acceptable provided it achieves a level of security equal to or greater than the following example methods.

- Keyed magneto
- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable
- Locking control surface "gust-lock"
- Propeller lock
- Propeller chain lock
- Propeller cable lock
- Locking wheel lock or chock

## SECTION B – TECHNICAL SPECIFICATIONS

- Locking “club”-type” devices for control yoke

Unacceptable locking devices and methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B17 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer’s instructions throughout contract performance.

B17.1 Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots must wear boots made of all-leather uppers that come above the ankles and leather, polyamide, or aramid gloves. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

B17.2 Contractor personnel must wear a personal flotation device (PFD) for all flights requiring water-scooping operations. This equipment must be maintained in serviceable condition in accordance with the manufacturer's instructions. This equipment may, but is not required to, meet the standards of 14 CFR Part 135.167(a)(1). Automatic inflation (water-activated) PFDs are not authorized.

B17.3 Life raft(s) rated for a total of four occupants (not overloaded). The raft(s) must meet TSO C-70 Type II standards. The raft(s) location must be readily accessible for deployment from the main entry door

### **B18 Fuel and Servicing Requirements**

B18.1 General.

B18.1.1 Aircraft oil and other lubricants must be Contractor supplied.

B18.2 The Contractor must ensure that:

B18.2.1 The aircraft is serviced with the proper type of fuel and the fuel delivered is clean and bright.

B18.2.2 Aircraft must not be refueled while any engine is running.

B18.2.3 Federal Aviation Administration (FAA) Advisory Circular (AC) 20-43C, *Aircraft Fuel Control*, must be used as a Guide.

B18.3 Operations. The Contractor must ensure that:

B18.3.1 Government personnel are not on board the aircraft during refueling operations.

B18.3.2 Government personnel are not involved with refueling of contract aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B18.3.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

## **AIRCRAFT MAINTENANCE REQUIREMENTS**

### **B19 General - Maintenance**

The Contractor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the manufacturer's specifications or an FAA approved inspection program..

### **B20 Airworthiness Directives (AD’s) and Manufacturer’s Mandatory Service Bulletins (MMSB’s)**

B20.1 The Contractor must comply with MMSB’s and FAA AD’s before and during contract performance.

B20.2 The Contractor must provide and make available a list of the FAA AD’s applicable to the contract aircraft in a format similar to that in 14 CFR 43.9, as revised.

### **B21 Manuals/Records**

B21.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439), and that a copy of the aircraft's record is kept with the aircraft.

B21.2 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's Accepted/Approved Inspection Program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate FAR’s or the Approved Inspection Program, the Contractor must correct deficiencies that occur during contract performance.

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### **B22 Maintenance**

B22.1 All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

B22.2 The Contractor must ensure that a mechanic who meets the contract qualification requirements inspects the contract aircraft in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

B22.3 Routine/preventive maintenance must be performed before or after the Government's scheduled daily use period or as approved by the COR.

### **B23 Maintenance Test Flight**

B23.1 The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, flight control system, or when requested by the CO. This must be accomplished before the aircraft resumes service under the contract.

B23.2 The Contractor must immediately notify the COR and COTR of any change to any engine, power train, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B24 Time Between Overhaul (TBO) and Life-Limited Parts**

B24.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

B24.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

B24.3 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and

time and date when component was overhauled, replaced, or inspected.

### **B25 Weight and Balance**

B25.1 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft within 24 calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B25.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

B25.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes, must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

### **B26 Turbine Engine Power Assurance Checks (Turbine Engine Aircraft Only)**

On the first day of operation and no more than each 10 hours of operation thereafter, the Contractor must perform a power assurance check in accordance with the flight manual (Pilot's Operating Handbook) or approved company performance monitoring program. The results must be recorded and kept with the aircraft. Engines with power output below minimum approved limits must be removed from contract use until the condition is corrected.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### C1 Contract Terms and Conditions – Commercial Items (52.212-4 FEB 2007) [Tailored SEPT 2005]

#### (SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or

contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the CO in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the CO of the cessation of such occurrence.

#### (g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct

## SECTION C – CONTRACT TERMS AND CONDITIONS

or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any

right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

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(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (q)(2)(i) of this clause, or fails to perform the agreement at paragraph (q)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

### **C2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (52.212-5 NOV 2007)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Reserved]

☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2007) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

☐ (10)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror



## SECTION C – CONTRACT TERMS AND CONDITIONS

elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (JUNE 2003) of 52.219-23.

☐ (12) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).

☒ (15) 52.219-28, Post Award Small Business Program Representation (JUNE 2007) (15 U.S.C. 632(a)(2)).

☒ (16) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

☐ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2007)(E.O. 13126).

☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (19) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

☒ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).

☒ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).

☐ (23)(i) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)(E.O. 13201).

☒ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

☐ (ii) Alternate I (AUG 2007) of 52.222-50

☐ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (26) 52.225-1, Buy American Act-Supplies (JUNE 2003)(41 U.S.C. 10a - 10d).

☐ (27)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (AUG 2007) (41U.S.C. 10a - 10d, 19U.S.C. 3301 note, 19U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (28) 52.225-5, Trade Agreements (NOV 2007)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (29) 52.225-13, Restriction on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (30) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

☐ (32) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (33) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (34) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

☒ (35) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

☐ (36) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).

☐ (37) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

☐ (38)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance,

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Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

☐ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those listed in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility),

the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212);

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

(v) 52.222-39, Notification of Employees Rights Concerning the Payment of Union Dues or Fees (DEC 2004)(E.O. 13201);

(vi) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(x) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## ADDENDA TO CONTRACT TERMS AND CONDITIONS

**C3 Inspection/Acceptance (52.212-4(a)), the following is added:**

### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule a date to inspect the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility or other location acceptable to the Government. The inspection will be scheduled to commence as early as 60 days and not later than three days (excluding weekends and holidays) prior to the established reporting date, unless otherwise

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mutually agreed upon by the COTR and the Contractor. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.1.2 The Contractor must provide information specific to the aircraft, equipment, and personnel being proposed for use during each year of the contract when requested by the COTR.

C3.1.3 Approved aircraft, fuel servicing vehicles and pilots will be issued an Interagency Aircraft Data Card, an Interagency Data Card - Fuel Service Vehicle, or Interagency Pilot Qualification card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized. The fuel servicing vehicle card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.1.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.2 Equipment

C3.2.1 The aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

C3.2.2 (As applicable) Fuel servicing vehicle(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.3 Personnel

C3.3.1 Pilots. Only those individuals whose past flight time and experience can be verified from log books, employment records, etc., will be approved for contract use. The Contractor cannot substitute any pilot flight

evaluation time for any of the total pilot flight hour requirements listed in this contract

C3.3.2 The COTR will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.3.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract and be equipped with dual controls. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series equipped with dual controls if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Flight evaluations are conducted at the Contractor's expense.

C3.3.3.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may add, delete, or revise elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements.

C3.3.3 Services provided under this contract require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

- Low-level flight (within 500' of the surface)
- Water application

### C3.4 Substitute Personnel, Aircraft, or Equipment

C3.4.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet pertinent contract specifications and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitutes to the COTR seven days prior to the scheduled arrival at the site. Requests received with fewer than seven days' notice will be accomplished as

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permitted by the COTR's schedule. After the first 120 calendar days, the Government may, at no cost to the Contractor, inspect substitute personnel and/or equipment on a basis of one inspection per quarter. The Government may charge the Contractor for the cost of any substitute inspections in accordance with Section C3.5

C3.4.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C3.4.3 The bureau may require substitute pilots to obtain up to three hours each of training or orientation flight time at Contractor's expense. (This flight time is in addition to any necessary pilot evaluation flight(s)).

### C3.5 Reinspection Expenses

C3.5.1 The Contractor must be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.5.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

### C4 Personal Identity Verification of Contractor Personnel (52.204-9 SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

#### C4.1 Contractor Personnel Security Requirements

C4.1.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C4.1.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background

investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

### C5. Type of Contract

C5.1 Type of Contract. (FAR 52.216-1 APR 1984) The Government contemplates award of a firm-fixed contract resulting from this solicitation.

C5.2 Requirements. (52.216-21 Alternate I)(Oct 1995).

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

## SECTION C – CONTRACT TERMS AND CONDITIONS

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after January 31, 2010.

### C5.3 Single or Multiple Awards (52.216-27) (Oct 1995).

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

### C5.3 Option to Extend Services (48 CFR 52.217-8, Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor prior to the expiration of the contract.

### C5.4 Availability of Funds (52.232-18 APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

### C5.5 Availability of Funds for the Next Fiscal Year (52.232-19 APR 1984)

Funds are not presently available for performance under this contract beyond September 30th. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th until funds are made available to

the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

### C6 Aircraft Insurance

The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance. (See C18.2 for additional requirements while operating in Alaska)

### C7 Reserved

### C8 Pework Meeting

A Pework meeting between the Government and the Contractor along with their primary crew members may be held prior to the start of work. The Contractor's primary crew members must attend any Pework meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.

### C9 Authority of Government Representatives

#### C9.1 Contracting Officer (CO)

The CO is the appointed Government official with authority to enter into, administer and terminate this contract. **No one but the CO** is authorized **under any circumstances** to:

C9.1.1 Award, agree to, or execute any contract, contract modification, or notice of intent.

C9.1.2 Obligate in any way the payment of money by the Government.

C9.1.3 Make a final decision on any contract matter that is subject to the Disputes clause of this contract.

C9.1.4 Terminate, for any cause, the Contractor's right to proceed.

#### C9.2 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to ensure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTR for this contract is:

## SECTION C – CONTRACT TERMS AND CONDITIONS

Mr. Steve Smith (Lower 48 States)  
DOI – Aviation Management  
West Regional Office  
960 Broadway Avenue, Suite 300  
Boise, Idaho 83705

Phone: 208-334-9310  
Fax: 208-334-9303

### OR

Mr. Al Rice (Canadian)  
Aviation Management Directorate  
300 E. Mallard Dr.  
Boise, Idaho 83706

(208) 433-5077  
(208) 433-5085

### OR

Mr. Doug Drury (Alaska)  
U.S. Department of the Interior  
Aviation Management  
4405 Lear Court  
Anchorage, AK 99502

Phone: 907-271-5021  
Fax: 907-271-4788

The DOI – Aviation Management Aviation Safety Manager (ASM) is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Robert Galloway  
DOI – Aviation Management  
300 E. Mallard Drive, Suite 200  
Boise, ID 83706-3991

Phone: 208-433-5071  
Fax: 208-433-5007

### C9.3 Contracting Officer's Representative (COR)

The COR is authorized to take any or all actions with respect to administrative functions.

The COR for this contract will be designated in writing after award.

## ADMINISTRATIVE MATTERS

### C10 Personnel Conduct

#### C10.1 Replacement of Contractor Personnel

C10.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C10.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C10.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

#### C10.2 Suspension of Pilot

C10.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C10.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C10.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C10.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### C11 Safety and Accident Prevention

C11.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C11.1.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C11.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C12 Mishaps

#### C12.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C12.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident.  
Operator  
Serious Injury  
Substantial Damage

C12.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C12.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C12.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C12.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C12.1.6 SafeCom. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

#### C12.2 Mishap Reporting

The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C12.2.1 The ASM must immediately be notified when an "Incident with Potential" occurs.

C12.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

1-888-4MISHAP (1-888-464-7427)

#### C12.3 Forms Submission

C12.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C12.3.2 The Contractor must submit a "SafeCom" to the agency ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "Safecom".

### C12.4 Reserved

### C12.5 Preservation Requirements

C12.5.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other

## SECTION C – CONTRACT TERMS AND CONDITIONS

authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C12.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C12.6 Mishap Investigations

C12.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C12.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C12.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C12.8 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C13 Federal Airport and Airway Excise Taxes

Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds.

C13.1 Fuel Tax. Fuel tax is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C13.2 Transportation Tax. If the transportation tax on passengers and cargo is applicable and the Contractor is required to pay the transportation tax for those services, the Contractor must add the tax to their invoice for payment as a separate item; and the Government will reimburse the Contractor for the amount of such taxes.

C13.3 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding imposition of transportation taxes. These rulings do not exempt imposition of fuel taxes for which the Contractor is responsible under the above paragraphs.

Rev. Rul. 72-156 - Exempts aircraft from passenger and cargo tax under Section 4261 and 4271 of the Code when hauling and dropping fire retardant.

Rev. Rul. 76-477 - Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the Code when Contractor's employees are spotting fires, or hauling and dropping retardant chemicals.

### C14 Economic Price Adjustment – Fuel (Items 0002 and 000B Only)

C14.1 During the contract period, the hourly flight rate will be adjusted upward or downward at contract renewal and July 1 when the reference price is more than 10 percent above or below the base price.

C14.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C14.3 **Base Price.** The base price of fuel will be the average of the commercial price obtained by the Government for jet fuel or aviation gasoline (whichever is appropriate) at the following locations:

Blue's Aviation Svc, San Bernardino, CA	909-382-0101
Cutter Flying Service, Albuquerque, NM	505-842-4184
Premier Aviation, Tucson, AZ,	520-889-6327
Sphere One Av, Cedar City, UT	435-586-4504
Western Aircraft, Boise, ID	208-338-1800
Edwards Jet Cntr., Billings, MT	406-252-0805
West Star Aviation, Grand Junction, CO	970-243-7500
Jet West, Reno, NV	775-825-6400
Wings of Wenatchee, Wenatchee, WA	509-886-0233

**The base price for fuel is identified in Section A, Requirements and Prices.**



## SECTION C – CONTRACT TERMS AND CONDITIONS

**C14.4 Reference Price.** The reference price is the commercial fuel price in effect at the time of adjustment. The reference price will be obtained from the same sources as the base price. The reference price will become the base price for the subsequent adjustment.

**C14.5 Flight Rate Adjustment.** Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown below.

### CONTRACT PERIOD AND RENEWAL

#### C15 Contract Period

**C15.1** The contract period will be from date of award through February 28, 2009, unless otherwise extended as allowed herein.

**C15.1.1 ITEMS 000A AND 000B (Variable Term).** These items are under an on-call contract with guarantee that provides exclusive use services during the guaranteed contract period. See Section C17 regarding the placement of orders.

**C15.2** No use shall occur until the Contractor's equipment and personnel have been inspected and approved as set forth in this contract. No adjustment will be made to the start and/or end date specified above as a result of the actual inspection and approval or work dates.

**C15.3** During the contract period, aircraft furnished for accepted orders will be subject to the exclusive use and control of the Government 24 hours per day, seven days per week until released.

**C15.4** The Government will not consider any contract aircraft to be under its operational control unless an order for service has been placed by those designated to place orders and the order for service has been accepted by the Contractor. Government operational control begins upon arrival at the work site for services, continues as long as the aircraft and pilot are available and capable of providing service, and ends upon the release from the work site.

#### C16. Reserved

#### C17 Orders for Services

**C17.1** Ordering (52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or

task orders by the individuals or activities designated in the Schedule (Also See C17.3). Such orders may be issued from date of award through February 28th of each contract award year.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**C17.2** Orders for service placed under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

**C17.3** The Government's urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

**C17.4** The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order. The Contractor is responsible for including or attaching the above four items to the invoice, and identifying the Item Number order was placed under when (AMD-23 Forms if elected) submitting for payment. Invoices received without this information will be returned to the Contractor for resubmission with the above information.

**C17.5** The government **does not guarantee** the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein.

**C17.6** Aircraft furnished shall be subject to the exclusive use and control of the Government 24 hours per day, seven days per week throughout the ordered period of use. The date of hire and date of release shall be recorded on form AMD-23, Aircraft Use Report.

**C17.7** The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services. The Contractor is not under the operational control of the Government upon

## SECTION C – CONTRACT TERMS AND CONDITIONS

release from an incident, during demobilization and when the Contractor is not available or capable of providing service as scheduled by the Government.

**C17.8 Ordering for Services under Items 000AVT and 000BVT Only.** Orders for service under the Variable Term Items of this contract will be placed by the Contracting Officer with the contractor who is determined to be the best value for the Government for that particular order. If the Contractor accepts an order, the Contractor shall be obligated to perform in accordance with the terms and conditions stated herein and under the applicable item and schedule for that Item.

**C17.8.1** When an order is placed under the Variable Term Items, the contractor will have a minimum of 3 days to mobilize to the assigned work location. The Government's urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government task order.

**C17.8.2** The Contractor will be advised at the time a project is offered of the time allowed for contractor acceptance. If the Contractor fails to accept (or reject) an offer within this time period, the Government reserves the right to offer that project to another Contractor. Late acceptance of an offer is at the discretion of the Contracting Officer.

**C17.8.3** Orders will state the number of guaranteed (30, 60 or 90) days of exclusive use. Contractors may decline to accept an order if an aircraft, and/or required personnel are not available for service.

**C17.8.4** The minimum order period under this contract shall be 30 calendar days. The order period **may not** be extended. If the requirement exceeds the initial order period a new task order will be placed by the Contracting Officer.

**C17.8.5** An oral order for services may be issued when a need arises. The order will identify the assigned work location to where the aircraft is to report. E-Mail may also be used as the original confirmation of the oral order. The contractor shall acknowledge the email as confirmation of acceptance. The oral/e-mail order will be confirmed by a written task order award under the contract, which will be submitted to contractor for signature and return to CO.

**C17.8.6** The Contractor shall perform throughout the entire Guaranteed Use Period contained in the order for service.

### **C18 Authorized Ordering Offices**

#### **C18.1 – Items 0001 & 0002 (On-Call Services Only)**

Orders will be placed with the vendor by an ordering official within the National Interagency Coordination Center (NICC) located at Boise, Idaho.

**C18.2 Items 000AVT & 000BVT (Variable Term) Services Only.** Orders will be placed only by a Contracting Officer from the Aviation Management Boise Acquisition Office after receiving the order request from the National Interagency Coordination Center (NICC) located at Boise, Idaho.

**C18.3** Orders accepted by the Contractor from a source not identified above, may result in nonpayment of service.

### **C19 Additional Aircraft**

If the government identifies a need and the contractor obtains additional aircraft of the same make and model on contract, those aircraft may be added to this contract at the **Government's option**. Additional aircraft will be paid at the same price as aircraft originally offered.

## **AVAILABILITY REQUIREMENTS**

### **C20 Availability Requirements**

During the ordered period of use the Contractor shall be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day as scheduled by the Government. Personnel shall be available a minimum of nine (9) hours each day or as scheduled by the Government. Pre- and post-flight activities shall be accomplished within the 14 hour duty day. Routine maintenance shall be performed before or after the scheduled 14 hour period or as permitted elsewhere in the contract.

**C20.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 hours of service. Ordered standby shall not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

**C20.2 A relief crew is required.** On crewmembers mandatory days off the Contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### C21. Schedule of Operations and Reaction Time

The Government will schedule daily operations with the pilot. The Contractor's personnel shall provide service as directed by the Government, in one of the following categories:

C21.1 **Standby.** Personnel will be on standby each day as scheduled and shall be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch, etc.) after the Government attempts to contact the Contractor's representative.

C21.2. **Release From Duty.** The Contractor's personnel may be released and be considered off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day. Service shall be recorded as fully available provided the COR has approved release of the Contractor's personnel in advance.

### C22. Maintenance During Availability Period

C22.1 The COR may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C22.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

### C23 Unavailability and Damages

C23.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR that they are available.

C23.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs.

The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

## MEASUREMENT AND PAYMENT

### C24 Daily Availability

C24.1 When an order has been accepted, the Contractor is obligated to perform in accordance with the contract. Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will begin when the aircraft arrives at the assigned work location at the time and date requested. Payment will be made at the applicable rate set forth in Section A.

C24.1.1 Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit.

C24.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### C25. Flight Time

Flight time for payment will begin at the contractor's point of hire or the contractor's base of operations which ever is closest to the incident.

C25.1 Measurement of Flight Time. Flight will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

C25.2 Payment for Flight Time. The Government will pay for all flights ordered by the CO and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C25.3 Flights Associated with Inspections. Flight time associated with the DOI, NBC, Aviation Management (agency) inspection will be at the expense of the Contractor and will not be measured for payment.

## SECTION C – CONTRACT TERMS AND CONDITIONS

C25.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

### **C26. Reserved**

### **C27 Additional Pay Items (from Schedule of Items)**

The Contractor may make claims for additional pay items as addressed herein. Each must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C27.1 Subsistence Allowance. A subsistence allowance (lodging and meals) may be claimed for each authorized crew member for each overnight stay, including mandatory days off, when assigned to a base away from the designated base.

C27.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor will be paid an overnight allowance equal to the standard Federal Travel Regulation (FTR) rate (or high rate, if applicable). The Contractor may claim overnight expenses using either of the two following methods:

C27.1.1.1 Payment of the Standard or High Rate, if applicable) lodging and M&IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the invoice) or;

C27.1.1.2 Payment of actual lodging amount and M&IE rate not to exceed that authorized in accordance with the FTR plus lodging tax. An itemized lodging invoice detailing lodging cost and tax must be submitted with the invoice.

(a) The lodging and payment invoices must clearly show the county or city where the overnight stay occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

C27.1.2 If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for contractor costs incurred for travel to alternate meal or lodging locations.

C27.1.3 Unless the Government makes three meals available to the Contractor's employees, the appropriate total rate for meals and incidental expenses will be paid.

C27.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. For current and High Standard FTR per diem rates see Internet site <http://www.gsa.gov> and select - Per Diem Rates, Domestic.

#### **STANDARD (Lower 48 States)**

Meals and Incidental Expense: \$39.00

Lodging: \$70.00

Total: \$109.00

#### **HIGH RATE**

For current FTR per diem rates see Internet site <http://www.gsa.gov> and select - Per Diem Rates, Domestic.

C27.2 (For Lower 48 States Only). Servicing Vehicle Mileage. Service vehicle mileage taken from the vehicle odometer will be paid the rate per mile stipulated in Section A when the vehicle is dispatched to provide support to the aircraft away from the designated base. The Government will not pay for service vehicle mileage between designated bases.

C27.2.1 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C27.2.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C27.2.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

**C27.3 Transportation Costs Associated with Operating Away From the Contractor's base of operations.** When assigned to a base away from the contractor's base of operations, the Contractor is required to provide transportation of relief personnel, unless otherwise directed by the Government— The Contractor will be paid actual necessary and reasonable costs up to \$1,200.00 per person, for transporting personnel and required equipment listed below.

## SECTION C – CONTRACT TERMS AND CONDITIONS

**C27.4 Relief Crew members.** The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C27.4.1 The Contractor must complete and submit the Transportation Worksheet, (Exhibit C-4), attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion.

C27.4.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C27.4.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (currently 48.5 cents) (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.

**C27.5 Miscellaneous Contractor Costs.** Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the designated base may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

**C27.6 Aircraft Landing Fees.** All aircraft landing fees the Contractor is required to pay while operating under this contract. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

**NOTE: C28 through C35 Are Specific To Operations in Alaska (Items 0001 & 000A (VT) Alaska)**

**(Except for aircraft fuel terms which are applicable to all Subitems and operations in all locations).**

DEPARTMENT OF DEFENSE APPROVAL TO UTILIZE MILITARY AIRFIELDS WITHIN THE STATE OF ALASKA.

### **C28. Aircraft Landing Permits**

Performance under this contract requires that the Contractor use military airfields within the State of Alaska as either reporting and/or operating base. As a condition of this use, the contractor must comply with the following requirements imposed by the Department of Defense. The following forms must be completed and submitted to the Contracting Officer:

- a. Civil Aircraft Landing Permit, DD Form 2401
- b. Civil Aircraft Certificate of Insurance, DD Form 2400
- c. Civil Aircraft Hold Harmless Agreement, DD Form 2402

C28.1.1 Civil Aircraft Landing Permit, DD Form 2401, and Civil Aircraft Hold Harmless Agreement, DD Form 2402. The contractor must submit these forms within ten calendar days after receipt of contract award, to the Contracting Officer.

C28.1.2 Civil Aircraft Certificate of Insurance, DD Form 2400. Contractor shall be required to submit a DD Form 2400, Civil Aircraft Certificate of Insurance within ten calendar days after receipt of contract award or the award of a subsequent option period. The minimum limits required to be carried during the performance of this contract are specified below.

### **C28.2 Insurance Requirements:**

See Exhibit 5 Additional Insurance Requirements Chart for additional insurance requirements. These requirements are in addition to the Insurance Requirements found under C6 of this contract.

### **CONTRACTOR RESPONSIBILITIES. CONDUCT OF BUSINESS ON A MILITARY INSTALLATION.**

Performance under this contract involves basing aircraft, support equipment and personnel on military installations. The Department of the Interior, Bureau of Land Management, Alaska Fire Service has Support Agreements covering the use of the grounds and facilities. The

## SECTION C – CONTRACT TERMS AND CONDITIONS

Contractor agrees to cooperate in the adherence to the terms of said agreements as a condition of performing under this contract.

### **C29. Rules Of Conduct And Regulations**

The Contractor and its employees are expected to adhere to the rules of conduct and regulations prescribed by the military installation Commander applicable to civilians entering or doing business with the Government on military installations. The contractor and its employees shall be required to maintain automobile insurance on company and personal owned vehicles that are used on the military installation.

C29.1.1 The minimum vehicle insurance levels are those prescribed by the State of Alaska. A certificate of insurance is required for entry to Ft. Wainwright. Vehicle operators shall be prepared to show proof of insurance upon request of the Military or BLM personnel.

C29.1.2 Contractor shall submit the vehicle identification number (VIN) for all restricted Bureau of Land Management retardant ramp site vehicles to the Contracting Officer 10 days prior to award or when such vehicles are presented to the site. The Government will reserve the right to require insurance on the restricted ramp site vehicles.

C29.1.3 The Government will issue Fort Wainwright base vehicle passes. Passes are available at the Ft. Wainwright front gate and/or Army Vehicle Registration Office. A driver's license, current registration, and auto insurance must be presented to the Provost Marshal's Office to obtain the pass.

C29.2 Government Identification Cards – Contractor Employees

C29.2.1 Contractor employees, who are assigned to operate in and out of Ft. Wainwright, Alaska may be issued an U.S. Government Identification Card. The Bureau of Land Management, Alaska Fire Service, will issue this card. The card will be clearly marked as "Contractor Employee" and include the name of the contractor they are employed by. This Identification Card is the property of the U.S. Government.

C29.2.2 Identification cards shall be returned to the Scooper Manager upon request at any time. Cards shall also be returned to the Scooper Manager upon the employee's release either at the end of each order for services.

C29.2.3 The Government may withhold final payment to the contractor until such time as all cards have been turned in.

C29.2.4 Contractor Employee Background Investigation. Contractor employees, who are assigned to operate in and out of Ft. Wainwright, Alaska may be subject to a background investigation by the Government. This background investigation shall be at the expense of the Government. At the request of the Contracting Officer, the Contractor shall submit information on each employee to facilitate this investigation. Failure to provide such information or upon receipt of an unsatisfactory background check, the employee shall be denied access to Ft. Wainwright or other Federal Installations. The contractor agrees to replace employees who refuse to provide information, or those who, in the Government's opinion result in an unsatisfactory background check.

### **GOVERNMENT FURNISHED PROPERTY**

#### **C30 Ownership and Control**

C30.1 The Government will retain full ownership and control of all property furnished. Government furnished property not consumed in performance shall be surrendered upon demand (i.e., during performance, or end of the use period).

C30.2 The Contractor shall execute receipt of property documents for any property furnished by the Government. During the term of the contract, certain Government owned equipment may be assigned to the Contractor. If the equipment is lost, damaged or totally destroyed as a result of the Contractor's negligence; or as a result of any accident, the fair market value of the equipment will be charged to the Contractor and withheld from payments due under this contract. The value of such equipment will not exceed \$10,000.

#### **C30.3 Government Furnished Fuel**

C30.3.1 The Government will furnish, transport, and store all aircraft fuel required at no expense to the contractor for all operations in Alaska, or reimburse the Contractor for fuel purchases as set forth below in, Contractor Furnished Property.

C30.3.2 Government furnished fuel used by the Contractor for maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will be deducted from amounts due the Contractor. Deductions will be at the current cost of fuel either provided by the Government or reimbursed to the

## SECTION C – CONTRACT TERMS AND CONDITIONS

contractor by the Government. The fuel consumption rate for this contract is 225 gallons per hour (GPH).

### CONTRACTOR-FURNISHED PROPERTY

#### C31 Fuel.

The cost of fuel furnished by the Contractor in lieu of Government-furnished fuel for flights ordered under the **Alaska Items 0001 and 000A of Section A**, will be reimbursed to the Contractor as provided below:

C31.1 General. **The Contractor shall not charge any fuel acquired under this contract directly to the Government.** All fuel not otherwise furnished by the Government must be paid by or charged to the Contractor. The purchase shall be approved by the Contracting Officer's Representative. Fuel-related costs shall be recorded as a line entry (i.e. dates, fuel charge, dollar amount, and use Pay Item Code "FC"), shall be summarized under "Other Charges/Credits" on the Aircraft Use Report (AMD-23), AND shall be supported by paid legible, itemized invoices from the supplier. Certified true copies may be submitted in lieu of the original invoice.

C31.2 Ferry Flights through Canada and Flights Within the 48 Conterminous United States. Upon dispatch to the 48 Conterminous United States, (including ferry through Canada) the Contractor shall be reimbursed for fuel until such time as the contractor crosses the U.S. – Canadian Border. Upon release from the service in the 48 Conterminous United States and dispatch for return to the designated (Alaskan) base, the Contractor shall be reimbursed for fuel purchased only after crossing the 48 Conterminous United States – Canadian Border.

C31.2.1 The Government will provide sleeping bags, mosquito nets, cotton cord, and plastic sheeting for temporary site accommodations when cabins are not available.

C31.2.2 Fire camps and staging areas normally consist of tent camps. The Contractor shall furnish the aircraft crew with a tent for use at remote project sites, fire camps, and staging areas.

C31.2.3 Dining facilities may be available at Fairbanks, Galena, and Ft. Yukon. When away from dining facilities, camp groceries, military MRE's or cook-your-own fresh food boxes are provided.

C31.2.4 It is suggested that the Contractor provide the aircraft crew with minimal camp type cooking gear.

### RESPONSIBILITY OF CONTRACTOR.

#### C32. At Contractor expense, the Contractor shall:

C32.1 Provide competent superintendence at the site with authority to act for the Contractor at all times and shall so notify the CO. The pilot shall represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance.

C32.2 Take precautions necessary to protect property and persons including third parties against injury or damage and be responsible for any such injury or damage that occurs as a result of his fault or negligence; (the term "third parties" is construed to include employees of the Government).

C32.3 Assure that all employees engaged in the performance of this contract have read and are thoroughly familiar with its requirements.

### WEAPONS

C33. All weapons in the aircraft survival kit shall be registered with the Ft Wainwright Provost Marshal.

### USE OF SUPPORT/STAGING AND STORAGE SPACE AT FT. WAINWRIGHT, ALASKA.

#### C34. Designated Space

C34.1 The Government will assign the Contractor a limited amount of space on or adjacent to the aircraft/fire suppressant material ramp for supporting its aircraft. The space is limited and will be apportioned (by the COR) based upon the number of aircraft furnished by the Contractor, as well as the total space available for this purpose. Only serviceable spare parts and support equipment will be permitted to be stored in this area. The Contractor will be required to keep their designated area clean and orderly. All items must be properly stored and/or disposed. The use of this space is limited to the direct support of the contract aircraft. No other use is permitted.

C34.2 The Contractor shall be required to comply with all State, Federal and local Environmental Protection (EPA) laws and regulations as well as those prescribed by the military installation Commander in the handling, storage, transportation, utilization and disposal of hazardous materials and waste such as oil solvents, etc. At the time of space assignment, the Contractor shall designate an individual responsible for hazardous waste management.

C34.3 Occupancy of the space shall be limited to a period not to exceed 5 calendar days prior to and after the ordered

## SECTION C – CONTRACT TERMS AND CONDITIONS

use period. Storage of a limited number of items outside this time period (i.e., winter period between contract options) shall only be permitted with the written permission of the COR. In the event that the Government does not exercise an option to renew, all items must be removed within 5 calendar days notice, or as otherwise agreed upon. At the end of the contract term, including all options all Contractor equipment, supplies, automobiles, and aircraft must be removed within 5 calendar days after the end of the ordered use period.

C34.4 All usage of the assigned area is subject to the approval of the COR.

C34.5 The Government assumes no responsibility/liability for loss of or damage to the Contractor's equipment stored at the site.

### BILLING AND REPORTING REQUIREMENTS

#### C35. Designated Billing Office and Invoice Submittal

C35.1 The Payment Office shown in Block 18a of the SF 1449 is the designated billing office for submission of invoices and/or completed AMD-23 Aircraft Use Report. It is the responsibility of the contractor to submit invoices to the designated billing office.

C35.2 The Contractor may submit invoices every two weeks starting the first day services begin or upon conclusion of a project. Services provided must be shown on a daily basis.

#### C36. Aircraft Use Report

The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, AMD-23 form. Instructions for proper completion of the Aircraft Use Report are contained in the AMD-23 booklet. The Contractor may use the completed and signed Aircraft Use Reports as their invoice.

#### C37. Contract Pricing

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted during the life of the contract, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

#### C38. EXHIBITS

##### Section B Exhibits

B-1 First Aid Kit

##### Section C Exhibits

C-1. Statement of Equivalent Rates for Federal Hires

C-2. Wage Determination Information

C-3. Conversion Chart - Unavailability

C-4. Transportation Work Sheet

C-5. Additional Insurance Requirements for Alaska



## SECTION C – CONTRACT TERMS AND CONDITIONS

### EXHIBIT B-1

#### First Aid and Survival Kits

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are required for flight activities conducted in Canada and Alaska (see list below.)

<b>Minimum First Aid Kit Items*</b>		
*Each kit must be in a dust-proof and moisture-proof container.		
*The kit must be readily accessible to the pilot and passengers.		
<u>Item</u>	<u>Passenger Seats 0-9</u>	<u>Passenger Seats 10-50</u>
1. Adhesive bandage strips, (3 inches long)	8	16
2. Antiseptic or alcohol wipes (packets)	10	20
3. Bandage compresses, 4 inches	2	4
4. Triangular bandage, 40 inches (sling)	2	4
5. Roller bandage, 4 inches x 5 yards (gauze)	2	4
6. Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
7. Bandage scissors	1	1
8. Body fluids barrier kit:	1	1
a. 2 pair latex gloves		
b. 1 face shield		
c. 1 mouth-to-mouth barrier		
d. 1 protective gown		
e. 2 antiseptic towelettes		
f. 1 biohazard disposable bag		
<b>NOTE:</b> Splints are recommended if space permits.		

<b>Minimum Aircraft Survival Kit Items</b>	<b>Additional Aircraft Survival Kit Items Alaska Only</b>
<ol style="list-style-type: none"> <li>Knife</li> <li>Signal mirror</li> <li>Signal flares (six each)</li> <li>Matches (two small boxes in waterproof containers)</li> <li>Space blanket (one per occupant)</li> <li>Water (1 quart per occupant: not required when operating over areas with adequate drinking water)</li> <li>Water purification tablets</li> <li>Collapsible water bag</li> <li>Food (2 days' emergency rations per occupant)</li> <li>Candles</li> <li>Whistle</li> <li>Magnesium fire starter</li> <li>Nylon rope or parachute cord (50 feet)</li> </ol>	<p>The minimum equipment to be carried during the summer months:</p> <ol style="list-style-type: none"> <li>Food for each occupant sufficient to sustain life for 1 week</li> <li>One axe or hatchet</li> <li>One small gill net</li> <li>An assortment of tackle such as hooks, flies, lines, sinkers, etc.</li> <li>Mosquito repellent</li> <li>One mosquito headnet for each occupant</li> <li>One sleeping bag per two occupants</li> </ol>

## SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT C-1**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

### A. EMPLOYEE CLASS

MONETARY WAGE

Aircraft Pilot, GS-11  
Mechanic GS-10

\$23.01 Hour  
\$22.18 Hour

- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### EXHIBIT C-2

#### DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

#### DOL WAGE DETERMINATION NO. 1995-0222, REV. 22 DATED 06/20/07

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$22.81

#### DOL WAGE DETERMINATION NO. 1995-0221, REV. 18 DATED 06/20/07

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin  
Applicable Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$12.04  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.08  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.81

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$12.79  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.49  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.21

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.18  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$14.64  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$15.23

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$9.54  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.14  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.14

As defined in the DOL Service Contract Act Directory of Occupations, truck drivers are classified by type and rated capacity of truck as follows:

- \*Straight truck, under 1 ½ tons, usually 4 wheels
- \*\*Straight truck, 1 ½ to 4 tons inclusive, usually 6 wheels
- \*\*\*Straight truck, over 4 tons, usually 10 wheels

## SECTION C – CONTRACT TERMS AND CONDITIONS

### FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

#### WD 1995-0222 Rev. 22 and WD 1995-0221 Rev. 18

1. Health & Welfare: \$3.16 per hour or \$126.40 per week or \$547.73 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

#### WD 1995-0222 Rev. 22

3. Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

#### WD 1995-0221 Rev. 18

3. Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

End of Wage Determination

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT C-3**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT C-4**

**TRANSPORTATION WORKSHEET**

<p>When assigned to an alternate base, the Contractor will be paid for actual <u>necessary and reasonable</u> costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base <b>prior</b> to the relief exchange. <u><b>Claims must be supported by itemized invoices.</b></u>  <b>See contract clause “Transportation Costs Associated with Operating Away From the Designated Base” for detailed information</b></p>																														
DATE		ALTERNATE BASE LOCATION																												
<p><b>Relief Exchange – Involved Crew Member(s)</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; height: 40px; vertical-align: top;"> <input type="checkbox"/> Pilot Name </td> <td style="width:33%; height: 40px; vertical-align: top;"> <input type="checkbox"/> Fuel Servicing Vehicle Driver Name </td> <td style="width:33%; height: 40px; vertical-align: top;"> <input type="checkbox"/> Mechanic (If required by contract) Name </td> </tr> </table>				<input type="checkbox"/> Pilot Name	<input type="checkbox"/> Fuel Servicing Vehicle Driver Name	<input type="checkbox"/> Mechanic (If required by contract) Name																								
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<p><b>Scheduled Maintenance</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; height: 40px; vertical-align: top;"> <input type="checkbox"/> Mechanic Name </td> <td style="width:50%; height: 40px; vertical-align: top;"> <input type="checkbox"/> Other Name </td> </tr> <tr> <td style="height: 40px; vertical-align: top;">Maintenance Accomplished</td> <td style="height: 40px; vertical-align: top;">Reason for providing additional personnel</td> </tr> </table>				<input type="checkbox"/> Mechanic Name	<input type="checkbox"/> Other Name	Maintenance Accomplished	Reason for providing additional personnel																							
<input type="checkbox"/> Mechanic Name	<input type="checkbox"/> Other Name																													
Maintenance Accomplished	Reason for providing additional personnel																													
<p><b>ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">Airline Transportation</td> <td style="width:50%;">Name</td> <td style="width:25%;">\$</td> </tr> <tr> <td>Airline Transportation</td> <td>Name</td> <td>\$</td> </tr> <tr> <td>Charter Aircraft</td> <td>Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time</td> <td>\$</td> </tr> <tr> <td>Rental Car</td> <td></td> <td>\$</td> </tr> <tr> <td>Rental Car Fuel</td> <td></td> <td>\$</td> </tr> <tr> <td>POV</td> <td>Total Mileage From To</td> <td>\$</td> </tr> <tr> <td colspan="2">Other (explain)</td> <td>\$</td> </tr> <tr> <td colspan="2"></td> <td>\$</td> </tr> <tr> <td colspan="2"></td> <td>\$</td> </tr> </table>				Airline Transportation	Name	\$	Airline Transportation	Name	\$	Charter Aircraft	Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time	\$	Rental Car		\$	Rental Car Fuel		\$	POV	Total Mileage From To	\$	Other (explain)		\$			\$			\$
Airline Transportation	Name	\$																												
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Charter Aircraft	Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time	\$																												
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POV	Total Mileage From To	\$																												
Other (explain)		\$																												
		\$																												
		\$																												

## SECTION C – CONTRACT TERMS AND CONDITIONS

	\$
	\$
<b>Total ACTUAL Cost</b>	\$
<b>Yes, the COR was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel</b>	Date
Contractor Representative Signature	

### Exhibit C-5

#### Additional Insurance Requirements Chart

TABLE 15-1 ARMY REGULATION 95-2 Minimum aircraft liability coverage requirements for privately owned business or commercial aircraft (including passengers)					
RULE NO.	IF THE MGTOW IS	THEN FOR	THE MINIMUM FOR BODILY INJURY IS	THE MINIMUM FOR PROPERTY DAMAGE IS	THE MINIMUM LIABILITY FOR PASSENGERS IS
1	12,500 LBS. AND UNDER	EACH PERSON EACH ACCIDENT	\$100,000 \$200,000	\$100,000	\$100,000 \$100,000 X NUMBER OF PASSENGER SEATS
2	OVER 12,500 POUNDS	EACH PERSON EACH ACCIDENT	\$100,000 \$1,000,000	\$1,000,000	\$100,000 \$100,000 X 75% X NUMBER OF PASSENGER SEATS

